Agenda Item No. 3AA5

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA ITEM SUMMARY

Meeting Date:	December 20, 2011	[X] Consent [ ] Ordinance	[] Regular [] Public Hearing			
Department:	Palm Tran					
Submitted By:	Palm Tran					
Submitted for:	Palm Tran					

#### **<u>I. EXECUTIVE BRIEF</u>**

## Motion and Title: Staff recommends motion to:

A) adopt a resolution authorizing the sale, conveyance and transfer of four (4) model year 2001 El Dorado Cutaway buses to the City of Boynton Beach, Florida; provided that the Federal Transit Administration (FTA) approves the transfer; and
 B) approve an agreement regarding the sale, conveyance, and transfer of four (4)

model year 2001 El Dorado Cutaway buses to the City of Boynton Beach, Florida.

**Summary:** Palm Tran needs to dispose of four (4) model year 2001 El Dorado Cutaway buses. These buses have reached their useful life, and in accordance with the Federal Transit Administration (FTA) guidelines, may be disposed of. The City of Boynton Beach has approached Palm Tran and expressed their desire to acquire these buses. The City of Boynton Beach has affirmed that it is an entity qualified and eligible to receive a conveyance of personal property from Palm Beach County in accordance. with the requirements of Section 125.38, F.S., and that it desires to use the buses for the public or community interest and welfare. These buses were purchased using 100% Federal Funds. <u>Countywide (DR)</u>

**Background and Policy Issues::** The buses were funded by a federal earmark for the City of Boynton Beach. Palm Beach County applied for the funds and purchased the vehicles on behalf of the City. The City has operated and maintained the buses. Transit buses purchased through the use of FTA funds must be used for the purpose intended for the vehicle's useful life. The useful life of these transit buses is either seven (7) years or 200,000 miles. The buses mentioned above have reached their useful life and may now be properly disposed of. Palm Beach County has determined that the buses are not needed for any Palm Beach County purpose, that the buses are required for use by the City of Boynton Beach, and that the buses should be conveyed to the City of Boynton Beach for the nominal sum of One Dollar (\$1.00). There will be no residual interest in the sale of the buses. The City of Boynton Beach will be responsible for all transportation costs.

## Attachments:

- 1. Resolution of the Board of County Commissioners (2 copies)
- 2. Agreement with the City of Boynton Beach (2 copies)
- 3. Request to Transfer Assets to Fixed Assets Management Office Palm Beach County

\_\_\_\_\_ 20// Recommended By: Department Director 12/16/11 Approved By: Assistant County Administrator Date

# II. FISCAL IMPACT ANALYSIS

A. Fi	ve Year Summary	y of Fiscal Impa	act:			
	Fiscal Years	2012	2013	2014	2015	2016
Grant	Expenditures					
Opera	ating Costs					
Exter	nal Revenues	(\$1.00)				
Progr (Cour	ram income nty)					
In-Kir (Cour	nd Match nty)					
NET F	SCAL IMPACT	(\$1.00)				
POSI	DITIONAL FTE TIONS ulative)	0				
	n Included In Cur et Account No.	Fund	<u>1340</u> Dep	No 't. <u>540</u> Unit <u>_</u> Reporting Cat		6440
<b>B.</b>	Recommended S	Sources of Fun	ids/Summary o	f Fiscal Impact		
		at the second	7	MACN		
C.	Departmental Fi	scal Reviews	John Murphy,	Finance Maha	ger U	
		III. <u>R</u> I	EVIEW COMME	<u>NTS</u>		
Α.	OFMB Fiscal and Palm Tran will the buscs.	submit the Ba	Dev. and Contro rest resolution to	A-J	quest written an	<u>[715]11</u>
В.	Legal Sufficienc	a	ELT.			
	Assistant Count	12/16/	<u> </u>			
C.	Other Departme	nt Review:				
• .	Department Dire	ector	_			

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## **RESOLUTION NO. R-**

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, FINDING THAT CERTAIN COUNTY-OWNED BUSES ARE NOT NEEDED FOR THE COUNTY'S TRANSIT SYSTEM OR ANY OTHER COUNTY PURPOSE; AUTHORIZING THE SALE, CONVEYANCE AND TRANSFER OF THE BUSES TO THE CITY BOYNTON BEACH, OF FLORIDA; **APPROVING** AN BOYNTON BEACH AGREEMENT WITH THE CITY OF REGARDING THE SALE, CONVEYANCE AND TRANSFER OF THE BUSES; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) has four (4) transit buses (Buses) that have reached the end of their useful service life and the County has determined that the Buses are not needed for the County's public transit system or any other County purpose; and

WHEREAS, the City of Boynton Beach has applied to the Board for the Buses and requested that they be conveyed to the City of Boynton Beach for the purpose of promoting the public or community interest and welfare, and the Board is satisfied that the Buses are required for such purposes; and

WHEREAS, the City of Boynton Beach is an entity that is qualified and eligible to receive a conveyance of personal property from Palm Beach County in accordance with the requirements of Section 125.38, F.S., and it has advised Palm Tran that it desires to use the Buses for the public or community interest and welfare; and

WHEREAS, although the Buses have met their useful life and the Federal Transit Administration (FTA) has no continuing interest in them, the County, as a recipient of FTA grant funds, is required under FTA Circular 5010.1D, to obtain FTA's approval prior to selling and transfer rolling stock; and

WHEREAS, the Board has determined that the Buses will be used for the public or community interest and welfare as described herein and in an Agreement Regarding the Sale, Conveyance and Transfer of Buses to the City of Boynton Beach (Agreement), and that the Buses should be sold and conveyed to the City of Boynton Beach for the nominal sum of One Dollar (\$1.00) and other good and valuable consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The recitals set forth above are true and correct.

2. The Board does hereby authorize its Chair, on behalf of the Board, to enter into the Agreement with the City of Boynton Beach for the sale, conveyance and transfer of the Buses described below.

3. Following execution of the Agreement, title to the Buses is to be transferred and conveyed to the City of Boynton Beach in accordance with the provisions of the Agreement and FTA Circular 5010.1D; provided, that, FTA has approved the sale and transfer of the Buses. Palm Beach County's County Administrator or his designee is authorized to take all steps needed to effectuate the sale, conveyance and transfer of the Buses.

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4. The Vehicle Identification Numbers of the vehicles to be conveyed are as follows:

VIN # 1FDXE45F41HA69972	Fixed Asset # 101290870000000
VIN # 1FDXE45F21HA69971	Fixed Asset # 101290860000000
VIN # 1FDXE45F01HA69970	Fixed Asset # 101290850000000
VIN # 1FDXE45F41HA69969	Fixed Asset # 101290840000000

5. This Resolution shall take effect upon its adoption.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved

its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon

being put to a vote, the vote was as follows:

Commissioner Shelley Vana, Chair	
Commissioner Steven L. Abrams, Vice Chairman	
Commissioner Karen T. Marcus	
Commissioner Paulette Burdick	
Commissioner Burt Aaronson	
Commissioner Jess R. Santamaria	
Commissioner Priscilla A. Taylor	

The Chair thereupon declared this resolution duly passed and adopted this \_\_\_\_\_ day of

\_\_\_\_\_, 2011.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY PALM BEACH COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock, Clerk and Comptroller

By:		
Count	tv Attorne	v

By: Deputy Clerk

G.,./RBoyntonBeachBusTransfer(NoFTAinterest).pt12-7-2011

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### AGREEMENT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF BUSES TO THE CITY OF BOYNTON BEACH, FLORIDA

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THIS AGREEMENT REGARDING THE SALE, CONVEYANCE AND TRANSFER OF BUSES is made and entered into this **BUSES** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter referred to as "County"), \_, 201\_, by and between Palm and the City of Boynton Beach, a political subdivision of the State of Florida (hereinafter referred to as "City").

### WITNESSETH:

WHEREAS, Paim Beach County's Department of Surface Transportation (also known as "Palm Tran") has determined that it has four (4) model year 2001 El Dorado Cutaway buses (collectively referred to herein as "Buses") that are not needed for any County purpose, that the Buses are an uneconomical asset, and that County no longer has a public transit need for the Buses; and

WHEREAS, the City has advised County's Department of Surface Transportation. Palm Tran, that the City desires to acquire the Buses from Palm Beach County; and

WHEREAS, the City has represented that it will incorporate the Buses into the City's public transit system, and use them to promote the community interest and welfare by enhancing the public transit system; and

WHEREAS, the City has applied to County for the conveyance of the Buses to the City and affirms that it will use the Buses to accomplish the purposes described herein; and

WHEREAS, the City does hereby further represent and affirm that it is an entity qualified and eligible to receive a conveyance of personal property from County in accordance with the requirements of Section 125.38, F.S.; and

WHEREAS, County has determined that the Buses are not needed for any County purpose, that the Buses are required for use by the City, and that title to the Buses should be transferred to the City for the nominal sum of One Dollar (\$1.00) upon the Federal Transit Administration's approval of the transfer; and

WHEREAS, County's Board of County Commissioners finds that the use the City will make of the Buses constitutes and will serve a valid public purpose.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. Incorporation of Recitals: The foregoing recitals are true and correct and incorporated into and made a part of this Agreement.

2. Representatives: County's representative following the execution of this Agreement will be Palm Tran's Executive Director whose telephone number is 561-841-4200 or his designee. The City's representative following the execution of this Agreement will be Wally Majors, Recreation and Parks Director, whose telephone number is (561) 742-6224 or such other representative designated by the City.

46 47 49 50 51 52 53 54 55 56 3. Purpose: The purpose of this Agreement is to set forth the various duties, rights and obligations of the parties regarding the transfer of the Buses to the City and the City's use of the Buses to promote the community's interest and welfare by utilizing the Buses in the City's public

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transit system as contemplated in this Agreement. The Buses to be transferred to the City consist of (4) model year 2001 El Dorado Cutaway buses with the following Vehicle Identification Numbers:

1FDXE45F41HA69972	Fixed Asset #	101290870000000
1FDXE45F21HA69971	Fixed Asset #	101290860000000
1FDXE45F01HA69970	Fixed Asset #	101290850000000
1FDXE45F41HA69969	Fixed Asset #	101290840000000

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18 19 4. Transfer of Title: County agrees to transfer title, relinquish possession and deliver the Buses to the City at Palm Tran's main facility located at 3201 Electronics Way, West Palm Beach, Florida or such other location in Palm Beach County, Florida, on such date and time specified by County's representative; provided that, the Federal Transit Administration (FTA) has notified County that it has approved the transfer of the Buses to the City, and County has received from the City the nominal sum of One Dollar (\$1.00). The City shall be solely responsible for and shall bear all costs arising out of and related to the conveyance, transfer of title, delivery and acceptance of the Buses, of whatsoever kind or nature. The City acknowledges that each bus is over seven (7) years old, has attained at least 200,000 miles, and that for Federal Transit Administration's (FTA) purposes the Buses have been fully depreciated and reached their useful service life. County is willing to release its ownership and control of the Buses to the City following County's receipt of the nominal sum of One Dollar (\$1.00), FTA's approval of this transfer, and the City's release of County from any and all future liability or responsibility for the Buses. The City acknowledges that with the execution of this Agreement it accepts responsibility for the continued satisfactory safety, maintenance and control of the Buses.

 $\begin{array}{c} 20\\ 21\\ 22\\ 23\\ 24\\ 25\\ 26\\ 27\\ 28\\ 29\\ 30\\ 31\\ 32\\ 33\\ 34 \end{array}$ 5. Acceptance of Buses "As Is" and Disclaimer of Warranty: It is understood between the parties that County is conveying the Buses to the City "as is" and that no representations are made as to the maintenance, design, safety, operability or condition of the Buses or any equipment associated therewith. No warranties are made, of any kind or nature, and none shall be deemed to be in effect, including but not limited to any warranty with respect to the maintenance, design, condition, safety or operability of the Buses, their quality or capacity, their conformity to or compliance with any requirement of law (whether state, federal or local), or any rule, specification or contract pertaining to the Buses. No warranties are made regarding patent infringement, any latent defect or the Buses' fitness for any or a particular purpose or an implied 35 36 37 purpose. The City's execution of this Agreement shall act as its acknowledgment that it has performed a detailed inspection of the Buses and accepts them in their "as is" condition. The City further acknowledges and agrees that the buses have been under its sole custody, control and 38 39 care since 2001, and that no representations or warranties have been made by County regarding the Buses, and that City has not relied upon any statement or representation made by County or 40 Palm Tran, Inc. or their respective officers, employees, servants or agents regarding the Buses or 41 any equipment that may or not may be located thereon. The City shall inspect the Buses and 42 43 correct any and all conditions that may interfere with or affect the safe operation or use of the Buses or create a danger to any person or property prior to it or any other person or entity using 44 or operating the Buses. 45

County is not the manufacturer of the Buses or any equipment associated therewith. County is not the agent of the manufacturer, and no warranty against patent or latent defects in material, workmanship, or capacity is given. County does not warrant the Buses or any equipment associated therewith as being fit for a particular purpose, an implied purpose or any purpose or as having been maintained or adjusted to a certain condition, level or degree of safety, or as required by law. No oral or written statement, representation, information or advice from County, Palm Tran, Inc. or any of their respective officers or employees whether given before, during or after delivery of the Buses shall create a warranty, including any warranty as to maintenance, safety, condition, operability or reliability, and the City expressly acknowledges that it is not entitled to rely on any such statement, representation, information or advice, if such was made or given.

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NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE GIVEN. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY, AN IMPLIED OR PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. PALM BEACH COUNTY SHALL NOT BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, SAVINGS OR OTHER CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT AND/OR THE CITY'S USE OR OPERATION OF THE BUSES. NEITHER PALM BEACH COUNTY NOR PALM TRAN, INC. SHALL BE LIABLE FOR ANY CLAIM FOR DAMAGES, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGE, BASED UPON A CLAIM IN CONTRACT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY OR BREACH OF WARRANTY.

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Discrimination Prohibited: The City represents and warrants that it will not 6. discriminate in any use made of the Buses and that its employees and passengers will be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender or gender identity or expression.

7. Responsibility: The City shall be solely responsible for all costs associated with or related to the sale, conveyance, delivery, and transfer of title and its use of the Buses. The City agrees that County and Palm Tran, Inc. have no responsibility or duty, of any kind or nature, to any person or entity, relating to the Buses. The City expressly waives and releases County and Palm Tran, Inc. from any and all responsibility or liability, of any kind or nature whatsoever, that County or Palm Tran, Inc., had, has or may have to the City or any other person or entity, related to County's conveyance of the Buses to the City or the City's ownership or the use, operation, maintenance or possession of the Buses.

19 20 21 22 23 24 25 26 27 28 29 8. No Agency Relationship: County will transfer title to the Buses for the nominal sum of One Dollar (\$1.00), in accordance with FTA Circular 5010.1D and other applicable FTA regulations or requirements, after receiving FTA approval. County is merely a donor of the Buses. Neither the City nor any other entity or agency that may use or operate the Buses is an agent, servant or employee of County or Palm Tran, Inc. Neither County nor Palm Tran. Inc. is an agent, servant or employee of the City or any other agency, entity or third party with which the City has or may have a relationship. The City acknowledges and agrees that neither County nor Palm Tran, Inc. has any control over the actions, activities or decisions of the City or any agency, entity, third party with which the City may have a relationship. Nothing contained herein shall create an agency relationship between the City and County or the City and Palm Tran, Inc., or any other agency or entity and County and Palm Tran, Inc.

9. The City shall not assign, transfer or otherwise encumber this Agreement, in whole or in part, without first having obtained the prior written consent of County.

41 42 43 10. Hold Harmless and Indemnification: To the extent permitted by law, the City agrees 44 45 to protect, defend, reimburse, save, indemnify and hold County, Palm Tran, Inc., their successors 46 47 49 50 51 52 53 54 55 57 or assigns, and their respective directors, officers, servants, agents or employees, free and harmless, at all times, from and against any and all suits, actions, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature, including all costs of appeals, arising out of or related, in any manner whatsoever, to the City's acquisition, inspection acceptance, possession, use, operation or maintenance of the Buses, any intentional or negligent act or omission of the City or any intentional or negligent act or omission of County or Palm Tran, Inc. that relates, in any manner, to the City's acquisition, inspection, ownership, operation, maintenance, possession or use of the Buses. The City expressly agrees that neither County nor Palm Tran, Inc. has a duty to the City or any other agency or entity, the public, any member of the public, any passenger being transported on one of the Buses, or any other third party to notify the City or any other person or entity of any defect or dangerous condition or to correct any defect or dangerous condition which may exist or affect, in any way whatsoever, the City's or any other

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agency's, entity's or third party's use, maintenance or operation of the Buses. The foregoing indemnification shall survive the expiration or termination of this Agreement and shall remain in effect at all times during which the City owns, possesses, uses, maintains or has an interest in the Buses.

11. Remedies and Venue: This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preciude any other or further exercise thereof.

12. No Third Party Beneficiaries Created: This Agreement is not intended to be a third party beneficiary contract and creates no right in anyone other than the City, County and Palm Tran, Inc. No other person or entity shall have any rights, interest, or claims against County or Palm Tran, Inc. as a result of this Agreement or the City's acquisition, possession, ownership, use, operation or maintenance of the Buses, or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. The City expressly acknowledges and agrees that neither County nor Palm Tran, Inc. has a duty, of any kind or nature, to the City, any agency, entity or third party as a result of the City's or any other agency, entity or third party's acquisition, ownership, operation, maintenance, possession or use of the Buses.

13. Representations: The City acknowledges County's intent to convey the Buses to the City in accordance with the requirements of Section 125.38, F.S. The City affirms its representation to County that it is an entity eligible to receive personal property from County under Section 125.38, F.S. To the extent permitted by law, the City shall save, defend, indemnify and hold harmless County for any and all liability or responsibility that County had, has or may have as a result of a determination that the City is not an entity eligible to receive personal property from County under Section 125.38, F.S.

14. Notices: Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to Palm Beach County:

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Executive Director, Palm Tran 3201 Electronics Way West Palm Beach, FL 33407 (561) 841-4200

As to The City of Boynton Beach:

Recreation and Parks Director The City of Boynton Beach 100 E. Boynton Beach Boulevard P.O. Box 310 Boynton Beach, FL 33435-0310 Phone: (561) 742-6000

15. Waiver: No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

16. Inspector General Audit Requirements: Pursuant to Sections 2-421 through 2-440 of the Palm Beach County Code, as it may be amended from time to time, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts,

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transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor and inspect the activities of entities contracting with the County, their subcontractors, and anyone acting on a contractor's or its subcontractors behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of the Palm Beach County Code and punishable, pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor. The City agrees that it is subject to and that it will fully cooperate with the Inspector General and all representatives of County and Palm Tran, Inc. and that it shall provide full, open and unrestricted access to all of its records, places of business and facilities. All of the City's records shall be maintained and kept in Palm Beach County. The City shall include this provision in all subcontracts and other agreements related, in any manner, to this Agreement.

17. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

18. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

19. Severability: Should any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.

20. Entirety of Contract and Modifications: County and the City agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

21. Survivability: Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

### (Remainder of Page Intentionally Left Blank)

IN WITNESS WHERE OF, the parties have executed this Interlocal (Grant) Agreement nd it is effective on the date first above written. Ialm Beach County, Florida, by its oard of County Commissioners  y:By:By:		ATTACHMENT Page <u>6</u> of
nd it is effective on the date first above written. Taim Beach County, Florida, by its oard of County Commissioners  y:  gr  ttest:  haron R. Block, Clerk & Comptroller  y: Deputy Clerk  pproved as to Terms and Conditions  Chair  Phaline D. Cohen, Executive Director Palm Tran  pproved as to Form and Legal Sufficiency  City of Boynton Beach, Florida  Difficiency  Chair  Chair  Chair  Chair  By:  By:  By:  Attest:  haron R. Block, Clerk & Comptroller  Stress  Attest:  haron R. Block, Clerk & Comptroller  Stress  Attest:  Attest:  haron R. Block, Clerk & Comptroller  Stress  Attest:  Attest:  Attest:  haron R. Block, Clerk & Comptroller  Stress  Attest:  Attest:  Attest:  haron R. Block, Clerk & Comptroller  Stress  Attest:  Attest: Att		
y:	IN WITNESS WHERE OF, the part and it is effective on the date first above wr	ies have executed this Interlocal (Grant) Agreement itten.
Chair ttest: Attest: haron R. Block, Clerk & Comptroller y: By: Deputy Clerk By: Municipal Clerk  pproved as to Terms and Conditions Chairles D. Cohen, Executive Director Palm Tran  pproved as to Form and Legal Sufficiency	Palm Beach County, Florida, by its Board of County Commissioners	City of Boynton Beach, Florida
haron R. Block, Clerk & Comptroller  y:By:By:Municipal Clerk  pproved as to Terms and Conditions Gharles D. Cohen, Executive Director Palm Tran  pproved as to Form and Legal Sufficiency	By: Chair	Ву:
y:     By:       Deputy Clerk     Municipal Clerk   pproved as to Terms and Conditions       Charles D. Cohen, Executive Director       Palm Tran   pproved as to Form and Legal Sufficiency       Approved as to Form	Attest:	Attest:
Charles D. Cohen, Executive Director Palm Tran pproved as to Form and Legal Sufficiency Approved as to Form	By: Deputy Clerk	By: Municipal Clerk
pproved as to Form A Legal Sufficiency and Legal Sufficiency	Sharles D. Cohen, Executive Director	
ounty Attorney City Attorney	approved as to Form and Legal Sufficiency	
	County Attorney	City Attorney

	REQUEST TO TRANSFER ASSETS TO FIXED ASSETS MGT OFFICE PALM BEACH COUNTY (Please type or print clearly in black or blue pen)					OFMB/ FINANCIAL MANAGEMENT DIVISION FIXED ASSETS MANAGEMENT OFFICE FORM #2	
DEPARTMENT/DI\	VISION NAME PALM TRAN	CUSTODI	IAN CODE 7	350	DATE	0/19/11	
NUMBER	DESCRIPTION	REASON CODE		FAMO UPDATE REFERENCE	E Z∦ ASSIGNED	ASSIGNEE	) TÓ≓ ⊑a≦≊ I SCRAP
0129084	2001 ELDORADO CUTAWAY BUS	2	3				
10129085	2001 ELDORADO CUTAWAY BUS	2	3				
10129086	2001 ELDORADO CUTAWAY BUS	2	3				
10129081	2001 ELDORADO CUTAWAY BUS	2	3				
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- 	<u> </u>		<u> </u>		·	<u> </u>	
REASON CODES	J	L		1	<u> </u>	<u> </u>	_ <b>_</b>
I EXCESS	2 OBSOLETE 3 OTHER SURPLU	JS (specify)	····	4 STATUTORY/PUBLIC PU	PROSE/BCC ACTION (L	Describe in Comments	Section Below)
CONDITION CODES							
1 NEW	2 GOOD 3 FAIR 4 POOR 5	5 BROKEN/SERVICEABL	E 6B	ROKEN/BEYOND REPAIR	7, - OTHER		(specify)

DISTRIBUTION COPIES:	WHITE - Fixed Assets Management	YELLOW - Originating Department	

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Rev 12/2003

Re